

ATTACHMENT C

PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR SAN MIGUEL DRIVE PAVEMENT REHABILITATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 26th day of August, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("Consultant"), whose address is 410 17th Street Suite 1400, Denver, CO 80202, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide professional engineering services for the City for the San Miguel Drive Pavement Rehabilitation Project ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Two Hundred Ninety Seven Thousand Six Hundred Forty Dollars and 00/100 (\$297,640.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jeff Wilkerson to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Public Works Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable, but only to the extent permitted by law, and not to exceed the policy limits of Consultant's insurance policy where applicable.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in

this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual

relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return

that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Public Works Director
Public Works Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

26.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: David Elwell
Stantec Consulting Services Inc.
38 Technology Drive, Suite 200
Irvine, CA 92618

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the

event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. PREVAILING WAGES

29.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Consultant and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

29.2 Unless otherwise exempt by law, Consultant warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Consultant further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

30. STANDARD PROVISIONS

30.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

30.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach

of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

30.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

30.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

30.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

30.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

30.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

30.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/29/25

By: [Signature]
Aaron C. Harp
City Attorney

07.28.25
dmr

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

**CONSULTANT: STANTEC
CONSULTING SERVICES INC.,** a New
York corporation

Date: _____

By: _____
David Elwell
Vice President

Date: _____

By: _____
Sherry Weinmeier
Principal

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

4. Scope of Work

Task A – Research and Data Collection

We will research and obtain available as-built record drawings, utility plans, preliminary engineering reports, and record survey drawings for the project. This includes researching available documents on the City's GIS system and reviewing information obtained from our utility company coordination. As part of this task, we will also perform a field review of the site to evaluate the condition of the existing pavement, locations of any damaged concrete improvements, locations of non-compliant curb ramps, and areas with local drainage deficiencies. Prior to the field review, we will coordinate with you to determine the extent of repairs and ADA improvements you are planning for this project. During the field walk, we will take digital photos and document the location of all potential repair locations and any other issues requiring special attention.

Task B – Utility Coordination

Per the RFP, we assume that you will distribute the first utility request notices to utility companies in the project area and will forward us the utility contacts and any utility maps or atlases received. The information received will be organized in a utility coordination matrix that will be updated throughout the project. We will coordinate with respective utility companies to verify ownership and the location of their facilities. We will also identify any utility lines or surface utilities that may interfere with proposed construction and coordinate all adjustments or relocations with the utility owner. All records of contacts and correspondence with the utility companies will be compiled and submitted to you. We assume that any relocation fees charged by the utility companies will be paid by the City and no additional utility plans (other than the improvement plans) will be prepared to coordinate the utility adjustments or relocation.

Task C – Design Survey

Our surveyors will establish horizontal and vertical survey control and perform a design survey to document the existing site topography and planimetrics within the area of the proposed improvements. The design survey will include cross sections at 50-foot intervals (right-of-way to right-of-way, with 1-foot contours) to locate visible surface improvements and surface utilities within the survey limits. We assume that the existing right-of-way is typically the back of sidewalk. The survey limits will include San Miguel Drive from San Joaquin Hills Road to Ford Road (+/- 7,700 LF) and extend approximately 50-feet in all directions beyond the limits of work at all intersections. Since the improvement plans require flowline/edge of pavement profiles and design sections and the proposed improvements may require curb/median reprofiling, we don't believe an aerial drone survey has the required accuracy for this type of design.

As part of the design survey, we will observe monuments to retrace the centerlines and rights-of-way of San Miguel Drive within the project limits. The results will be incorporated into the base map illustrating existing right-of-way conditions. This will not be a full and complete boundary survey of the adjacent land parcels, and the right-of-way lines will be approximate; based on a combination of found survey monuments, record survey drawings, as-built plans, and City GIS data. Survey monuments located and indicated on the survey will be limited to primary controlling centerline monuments found along San Miguel Drive. Existing monumentation will be shown on the improvement plans, where found. However, we assume that Corner Records will be filed by the Contractor's surveyor as required by the Special Provisions.

Task D – Signing and Striping Inventory

We will conduct a field inventory of the existing signing and striping improvements within the project limits. This inventory will include documenting (with photos, field measurements and "GoPro" video) the existing striping, pavement markings, and signs. The type, size, orientation, and condition of the existing signs will also be documented, and any missing signs will be noted. This information will be shown on plans prepared at 1" = 40' scale, "double stacked" with two horizontal layout

strips placed on each plan. The plans will be provided with the 30-percent submittal and will include the proposed roadway and striping improvements and markups of our recommended improvements, which may entail the following:

- Existing and proposed signing and striping with lane dimensions
- Signage improvements necessary to meet current CA MUTCD requirements
- Locations of missing signs or existing signs in poor condition which should be replaced
- Locations of any advanced loop detectors which may need to be relocated to meet the current posted speed limit

We will provide a strip plot of the entire project limit showing the existing and proposed base map features, improvements and dimensions.

Task E – Pavement Report

Task E.1 Pavement Engineering

GMU will perform a document review of existing as-built drawings provided by the City. They will obtain a no-fee encroachment permit from the City of Newport Beach for the proposed subsurface exploration. It is assumed that permits from other agencies are not required.

GMU will perform up to a total of 14 pavement corings (4-foot max depth) to confirm the existing pavement section and obtain soil samples. It is assumed that two (2) days of pavement coring will be performed between the daytime hours of 8 AM and 5 PM. Traffic control will involve single-lane closures in accordance with the WATCH manual. It is assumed that formal traffic control plans will not be required. Core holes will be backfilled with soil cuttings or other appropriate materials and capped with Perma Patch. Removal of Dig Alert markings, including sand blasting, pavement grinding, and/or asphalt patch are not included in this scope of service.

GMU will perform laboratory testing of the samples collected from the pavement corings in their in-house Caltrans certified pavement materials laboratory. Testing may include maximum density and optimum moisture content, laboratory soil classification, R-value testing, in-place moisture content, and sulfate content. Pavement engineering analysis will be performed in accordance with the Caltrans Highway Design Manual, 6th Edition. A 20-year design life will be used for TI. An

option item is included to calculate the TI (Task J.1), or one can be provided by the City. Additionally, we have included Tasks J.2 "Deflection Testing and Analysis" and Task J.3 "Ground Penetrating Radar (GPR) Testing and Analysis" as Optional Tasks.

Our team will walk the site with a GMU Pavement Engineer to identify isolated AC repair locations. The locations will be marked on a plan and provided to the City. Isolated AC repair locations will be based on a combination of factors such as type and severity of the pavement surface distress type, deflection testing data (if available), coring data, GPR data (if available), and laboratory data.

One draft report and one final report (signed and stamped by a California Registered Civil Engineer) will be prepared by GMU to summarize their findings and conclusions. The final report will entail the summary of information gathered from the document review, project limits and subsurface exploration (coring) location map, pavement coring summary, select photographs of pavement surface condition, falling-weight deflectometer data map (if available), ground-penetrating radar data map (if available), laboratory testing results and isolated AC repair locations, and up to two (2) pavement rehabilitation recommendations, including thickness recommendations

Task E.2 Pavement Rehabilitation Strategy and ROM Estimate

Stantec team will prepare ROM estimates for the various pavement repair and rehabilitation recommendations outlined in the Pavement Report. These ROM estimates will be compared to the City's available budget to help select the Preferred Pavement Rehabilitation Strategy. If necessary, we can value engineer the proposed pavement improvements to best fit the City's available budget and objectives. ROM will be provided with the 30-percent submittal.

Task F – Base Mapping

Task F.1 Topographic and Right-of-Way Base Maps

We will download and compile the field survey data to create a base map which will be verified during our field walk. The base mapping will entail: surface features (curb, gutter, pavement, sidewalk, curb ramps,

driveways, trees), existing signing and striping improvements, visible surface utilities, mapping information (centerlines, right-of-way lines, and property lines), and contours generated at 1-foot intervals.

Task F.2 Existing Utility Base Map

We will provide an existing utility base map drawing that will show all known underground utility lines within the project limits. Existing utilities will be plotted based on the record drawings and atlases received from the utility companies and any utility information found in record drawings during our research.

Task G – Construction Documents

Task G.1 Plans

After completing the preliminary engineering efforts, and receiving plan check comments on the 30-percent submittal, we will prepare the following plans and supporting documents. We will submit the plans, engineer's estimate, and design sections with each submittal, and the Special Provisions with the 90-percent and 100-percent final design submittals.

Task G.1.1 Title Sheet, Notes, Typical Sections, and Details

The plan set will include a title sheet, using your standard format, with general notes, a vicinity map, and additional project specific information. The second sheet will show all construction and disposition notes used and the sheet index for the plans. The plan set will also include sheets for typical roadway sections, standard details, and smaller scale design details for improvements such as non-standard curb ramps and commercial driveways. For this project, we have assumed eight driveways and 14 curb ramp locations that will be redesigned to meet current ADA guidelines.

Task G.1.2 Roadway Plan and Profile Sheets (1" = 40')

Roadway plan and profile sheets will be prepared using a 1" = 40' horizontal scale and 1" = 4' vertical scale. The plans will entail required removals; pavement rehabilitation improvements; locations for new and reconstructed curbs, gutters, sidewalks, commercial driveways, cross gutters, and curb ramps; and existing

utilities and utility adjustments/relocations. The profile views will show existing and proposed profiles for any crown lines and tops of curb or edges of pavement. We assume that non-compliant commercial driveway approaches will only be reconstructed if the parkway width is wide enough to accommodate the new driveway without major impacts to private property improvements. Plans will also include construction notes and details for pedestrian push button relocations and treatments to tree roots uplifting the existing roadway and median curbs. The plans will clearly show the City right-of-way lines, construction notes, and include all horizontal and vertical control required to stake and construct the new improvements.



We know the latest ADA standards and design best practices. Combined with our comprehensive QA/QC and constructability reviews, we will verify all ADA issues are adequately addressed in the PS&E.

Task G.1.3 Signing and Striping Sheets (1" = 40')

The signing and striping plans will include signing, striping, pavement markings, painted curb, and traffic signal loop detector replacements. The plans will be prepared at 1" = 40' scale, "double stacked" with two horizontal layout strips placed on each plan. The plans will provide roadway striping and pavement markings. Where appropriate, existing signs within the project limits may be upgraded to meet current California Manual on Uniform Traffic Control (CA MUTCD) requirements. Sign details will be prepared for all new custom or modified signs. The signing and striping plans will also include repainting of existing painted curb markings, as required.

Task G.1.4 Roadway Design Sections (Separate Plan Set)

We will build a three-dimensional model of the existing and new roadway improvements in Civil 3D and plot design sections from this model. The design sections will be provided with final design submittals and will show the existing surface, proposed surface, proposed pavement section thicknesses, the existing and proposed top of curb and/or pavement elevations, and the existing and proposed cross slopes.



Using three-dimensional modeling will allow us to efficiently design the roadway improvements and visually confirm they are designed accurately.

Task G.2 Special Provisions

We will prepare the project Specifications based on your supplied boilerplate Specifications and the 2015 edition of the Standard Specifications for Public Works Construction (SSPWC). The Caltrans Standard Specifications will also be referenced for the striping and signing improvements. Our experienced staff will thoroughly review and modify your boilerplate and all relevant sections of the SSPWC to convey the design intent of our engineers and confirm that the Specifications do not conflict with the improvement plans and our Pavement Report. The bid items will be listed, and the work involved in each item will be clearly described.



The specifications will include provisions that vehicular and pedestrian access will be maintained at all times throughout construction to minimize disruption to adjacent residents, schools, and businesses.

Task G.3 Cost Estimate

We will provide estimated construction quantities and an engineer's estimate of probable construction costs for the entire project. First, we determine the project bid items required based on a thorough review of the plans and specifications. We will then establish unit costs using recently bid projects and estimated inflation rates. The quantities will be continuously updated with each plan revision and an updated cost estimate will be provided with all submittals to provide you with accurate project costs throughout the design. An itemized list of quantities per sheet will be submitted with the final submittal.

Task G.4 As-Built Drawings

Preparing accurate as-built drawings is important for your City's future generations. We will prepare as-built drawings for the project using your preferred format. They will be based on redlines provided by your inspector and/or Contractor and will be supplemented with our own revisions noted during construction. We

will provide a PDF of the as-built drawings upon completion of construction. For the purpose of this proposal, we have assumed up to 8 hours for this task.

Task H – Project Management, Progress Meetings, and Coordination

Throughout the project, we will communicate our progress, design assumptions, and design challenges with you. We will also coordinate with other agencies, as required and involve you in all these discussions and reviews. Project communication will include meetings, conference calls, and emails. We will diligently prepare and distribute meeting minutes or records of discussion and allow you and other attendees to review and comment on these before proceeding further on the design or other project tasks.

Upon NTP, we will schedule a kick-off meeting to review and refine the project scope and schedule, establish the lines of communication, and discuss the critical design issues. Meetings will also be held to review the 30-percent, 60-percent, 90-percent, and 100-percent submittal packages and up to six (6) additional meetings throughout the design phase. We assume that attendance of public meetings will not be required.

Task I – Construction Support Services

We will support you during the project bid period, including responding to questions from prospective bidders and preparing bid addenda to the Plans and Special Provisions, as necessary.

During the project construction phase, we will attend the pre-construction meeting, job walk, and periodic job site meetings, as required. We can clarify design-related issues during construction, including responding to RFIs and shop drawing / submittal reviews. All clarifications will be subject to your construction manager's approval. For the purpose of this proposal, we assumed up to 8 hours for this task.

Task J - Optional Items

Task J.1 Traffic Index (TI) Calculation

We will prepare separate traffic index (TI) calculations for up to five (5) segments of San Miguel Drive. Weekday 24-hour, two-way traffic counts, including truck and bus volumes by number of axles, will be conducted for each segment. We will use this data for each subject roadway segment to determine an appropriate design life TI based on Caltrans equivalent single axle load (ESAL) factors for each large vehicle type. The pavement design life will be confirmed with the City and/or we can provide multiple TI calculations for your consideration based on alternative pavement design life.

Task J.2 Deflection Testing and Analysis

If requested by the City, the GMU team can evaluate if the pavement can be milled-and-overlaid and achieve the desired design life, through a non-destructive pavement deflection testing and analysis. Deflection testing and analysis will be performed in accordance with California Test 356. Deflection testing involves applying an impact load (simulating truck traffic) and measuring the corresponding deflection response. Deflection testing will be performed at 150 to 200-foot intervals. Each deflection test point will be geo-referenced using a sub-meter accuracy GPS system. The tests will be staggered between the lanes in both directions of travel to increase the coverage of each section. Up to one day (1) of pavement deflection testing will be performed. Moving closure traffic control following behind the deflection testing equipment will be utilized. It is assumed that traffic control plans will not be required.



San Miguel Drive Pavement Rehabilitation (26R11)
Contract No. 9855-1
Target Project Schedule

ID	Task Name	Duration	Start	Finish	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26
1	Notice to Proceed	1 day	Wed 8/27/25	Wed 8/27/25	1 8/27									
2	Project Management, Coordation, and Meetings	36 wks	Wed 8/27/25	Tue 5/5/26										
3	Preliminary Design	177 days	Thu 8/28/25	Fri 5/1/26										
4	Kick Off Meeting	1 day	Thu 8/28/25	Thu 8/28/25										
5	Records Research and Data Collection	2 wks	Mon 9/1/25	Fri 9/12/25										
6	Utility Coordination	35 wks	Mon 9/1/25	Fri 5/1/26										
7	Design Survey and Base Mapping	6 wks	Mon 9/1/25	Fri 10/10/25										
8	Signing and Striping Inventory	3 wks	Mon 10/13/25	Fri 10/31/25										
9	Pavement Report	12 wks	Mon 9/1/25	Fri 11/21/25										
10	30% Base Map, Pvmt. Rehab Strategy and ROM Est.	6 wks	Mon 10/13/25	Fri 11/21/25										
11	City Review of 30% Submittal	2 wks	Mon 11/24/25	Fri 12/5/25										
12	Final Design	105 days	Mon 12/8/25	Fri 5/1/26										
13	60% Plans and Estimate	8 wks	Mon 12/8/25	Fri 1/30/26										
14	City Review of 60% Submittal	2 wks	Mon 2/2/26	Fri 2/13/26										
15	90% PS&E Submittal	6 wks	Mon 2/16/26	Fri 3/27/26										
16	City Review of 90% PS&E Submittal	2 wks	Mon 3/30/26	Fri 4/10/26										
17	100% PS&E Submittal	2 wks	Mon 4/13/26	Fri 4/24/26										
18	City Review/Approval of 100% Submittal	1 wk	Mon 4/27/26	Fri 5/1/26										

07/10/25

Task



Milestone ◆

EXHIBIT B

SCHEDULE OF BILLING RATES

EXHIBIT B

SCHEDULE OF BILLING RATES

San Miguel Drive Pavement Rehabilitation (26R11) C-9855-1

Total Not-To-Exceed Fee: \$297,640

Services shall be on a time-and-materials, not-to-exceed basis in accordance with the attached Fee Schedule.

SCHEDULE OF BILLING RATES

Billing Level	Hourly Rate	Description												
3	\$122	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$133													
5	\$152													
6	\$156	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$167													
8	\$177													
9	\$183	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$190													
11	\$206													
12	\$217	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$228													
14	\$240													
15	\$254	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$280													
17	\$290													
18	\$296	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$308													
20	\$319													
21	\$338													
Survey Crews		<table> <tr> <th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr> <tr> <td>1-Person</td><td>\$240</td><td>\$295</td></tr> <tr> <td>2-Person</td><td>\$365</td><td>\$475</td></tr> <tr> <td>3-Person</td><td>\$490</td><td>\$655</td></tr> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$240	\$295	2-Person	\$365	\$475	3-Person	\$490	\$655
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$240	\$295												
2-Person	\$365	\$475												
3-Person	\$490	\$655												

Note: These billing rates will apply for the term of the Contract.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

- D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.
 - C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. All liability coverage shall apply on a primary

basis and shall not require contribution from any insurance or self-insurance maintained by City.

- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage,

subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.